

FILED
JEANNE A. NAUGHTON, CLERK

JUN 15 2020
U.S. BANKRUPTCY COURT
NEWARK, N.J.
BY [Signature] DEPUTY

Rama Krishna Rao
TDR Services LLC
5 Muirfield Lane
Bridgewater, NJ, 08807
May 22 2020

Ms. Jeanne A. Naughton
US Bankruptcy Court
50 Walnut Street
Newark, NJ 07102
Courtroom 3B

Dear Ms. Jeanne A. Naughton:

I enclose my letter addressed to Honorable Judge Vincent Papalia in respect of the Chapter 7 proceedings in Immune Pharmaceuticals **Case No: 19-13273-VFP; Chapter 7**

I would appreciate if it could be considered for deliberation along with the other creditors' requests for the hearing on June 2. As time is short, I am taking the liberty of sending this by email and by Priority Mail via USPS.

Sincerely,

[Signature]

Rama Krishna Rao
TDR Services LLC

Rama Krishna Rao

TDR Services LLC
5 Muirfield Lane
Bridgewater, NJ, 08807
9086565548
May 22 2020

Hon. Judge Vincent F Papalia
District of New Jersey
MLK Jr. Federal Building
50 Walnut Street
Newark, NJ, 017012

Re: Case No: 19-13273-VFP; Chapter 7

Judge: Vincent F Papalia

In: Immune Pharmaceuticals

1 Bridge Plaza North Suite 270

Fort Lee, NJ 07024

Tax ID 52-1841431

Dear Hon. Judge Vincent F Papalia:

I am in receipt of the notices issued on the hearing for application for compensation which I received recently, and which will be taking place on 6/2/2020 at 2 pm in your Courtroom 3B at 2pm

I wish to state that I would also like my compensation claim to be heard of the amount of \$152,309.81 plus interest. I am not a lawyer nor can I afford to engage a lawyer but request justice in this issue of non-payment for my professional services rendered as a quasi-employee of Cytovia/Immune Pharmaceuticals from Sep 2017 to Feb 2018

Background Facts:

1. TDR Services, LLC ("TDR") is a New Jersey Corporation with an address at 5 Muirfield Lane, Bridgewater, NJ 08807. TDR is owned by Rama Krishna Rao.

Hon. Judge Vincent F Papalia

May 22 2020

Page 2

2. Rama Krishna Rao ("Rao") is an individual with an address at 5 Muirfield Lane, Bridgewater, NJ 08807.
3. Upon information and belief, Defendant Cytovia, Inc. is a Delaware corporation with offices at 12 E. 49th Street, 11th Floor, New York, NY 10017. Cytovia is a wholly owned subsidiary of Immune Pharmaceuticals Inc.
4. Upon information and belief, Immune Pharmaceuticals Inc. ("Immune") is a Delaware corporation headquartered at 1 Bridge Plaza N., Suite 270, Fort Lee, NJ 07024.
5. I filed an action for breach of contract on Feb 26, 2018 in the court of Somerset County, NJ
6. On or about September 1, 2017, TDR contracted with Cytovia for interim CFO/COO services to be provided by me. A copy of the relevant services contract is attached as Exhibit A.
7. I provided CFO/COO services to Cytovia from September 2017 through February 2018. I moreover provided regular updates regarding Cytovia's financials to Immune's board of directors, thereby enabling Immune to make informed strategic decisions regarding Cytovia's operations, including helping to establish its subsidiary in Switzerland.
8. I requested payment for services rendered. Copies of relevant invoices are attached as Exhibit B. I have sought the monthly contractual rate of \$28,000 for each of the six months I was not compensated, for a total amount due of \$168,000, plus \$2,309.01 in expenses approved for payment by Daniel Teper, Cytovia's CEO at the time. Immune Pharmaceuticals has paid me two separate payments totaling \$18,000. The total remaining due is thus \$152,309.01, plus interest.
9. Executives at both Cytovia and Immune have acknowledged receiving my services and have never denied the validity of my invoices. Copies of relevant emails between me and executives/agents of Defendants are attached as Exhibit C.
10. On or about May 7, 2018, Immune ceased seeking a spinoff of its wholly owned subsidiary, Cytovia, and instead sought a sale of Cytovia's assets. Immune initiated discussions with certain parties for the sale of Cytovia's assets. Chief among Cytovia's assets is ownership of Ceplene, a medicine used in combination with interleukin-2 (a cancer medicine) as maintenance treatment in adults with acute myeloid leukemia. A copy of Immune's press release dated May 7, 2018 is attached as Exhibit D
11. Cytovia and Immune have separately and collectively received the benefit of my work as Cytovia's CFO/COO and have not paid for said benefit.
12. Specifically, Immune received an invaluable benefit from my work because I provided its board of directors with time-sensitive financial information that enabled that board to make timely decisions regarding Cytovia's strategy, capitalization, the disposition of its assets, and indeed its

Hon. Judge Vincent F Papalia

May 22 2020

Page 3

very existence. Regardless of whether there was a privity of contract between me and Immune, it was certainly enriched by my labors.

13. Cytovia's retention of said benefit is unjust as I provided my services in good faith with an expectation of compensation. Cytovia moreover acknowledged receipt of this benefit and made representations that they would in fact compensate me.


14. I and Immune have formed a relationship that is contractual in nature, though a formal contract was never executed between the parties.

15. Though I was formally contracted to provide CFO/COO services to Cytovia, the company was a wholly owned subsidiary of Immune, which directly managed Cytovia's operations.

16. We have had significant personal health challenges also during this time period. Over the past few years my wife has been a patient of Dr. Tsiporah Shore of Weill Cornell College and New York Presbyterian Hospital New York, for the treatment of her Follicular Lymphoma. She has had three chemotherapies and last year had a stem cell transplant. The non-receipt of these funds has been very troubling for us at a time of a grave health crisis of my wife and the medical expenses incurred by us. This has become even more acute due to the current economic crisis. (Exhibit E)

I would therefore request that given my role as a consultant employee CFO/COO for Cytovia be repaid the amount outstanding to me of \$152,309.81 plus interest.

Sincerely,



Rama Krishna Rao

TDR Services llc

5 Muirfield Lane

Bridgewater

NJ 08807

EXHIBIT “A”

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, is entered into as of Sep 1, 2017 (the "**Agreement**"), by and between Cytovia, Inc., a Delaware registered company, with offices at 12 East 49th street, 11th floor, New York, NY 10017 (the "**Company**") and TDR Services LLC , Bridgewater NJ 08807 represented by Rama Krishna Rao (the "**Consultant**") and together or individually known as the "**Parties and/or Party**".

WHEREAS, the Company desires to enter an agreement with the Consultant as an "independent Consultant" (consistent with the rules requiring or permitting the Company to file annually with the IRS tax form 1099 with a copy forwarded to the Consultant), as the Consultant will account for and pay its own taxes.

WHEREAS the Consultant is to provide certain services for the Client as may be specifically defined in the Appendix A attached to this Agreement; and

WHEREAS, the Company and the Consultant desire to define their contractual relationship which is to include non-disclosure covenants.

NOW THEREFORE, for valid consideration, the parties agree as follows:

1. Contract

The Company hereby contracts with the Consultant, and the Consultant hereby accepts the terms and conditions of this Agreement.

2. Consulting Services

(a) Subject to the terms and conditions of this Agreement, the Company hereby retains Consultant as an Interim CFO/COO to perform the consulting services specifically set out in Exhibit A attached to this Agreement and made a part hereof (hereafter referred to as the "Services"), as said Exhibit may be amended in writing from time to time, and Consultant agrees, subject to the terms and conditions of this Agreement, render such Services during the term of this Agreement. Such services shall be limited to the area of expertise described in Exhibit A (the "Field"), as amended in writing from time to time. Consultant shall render services hereunder at such times and places as shall be mutually agreed by Company and Consultant. Consultant's commitment hereunder shall not exceed 5/five days per week.

(b) It is understood that the purpose of the Consulting is to provide periodic review and advice relevant to certain Company matters, and that neither Consultant nor Company will benefit if Consultant provides inaccurate advice or commentary based on insufficient information. To that end, Company shall provide Consultant, in

DT

advance of meetings, with accurate, unbiased and sufficient information for him to review the subject matter thereof, and shall promptly provide further information that Consultant reasonably deems relevant to forming any pertinent conclusions relevant to the matter for discussion. It is expressly understood that Consultant has no fiduciary obligation to Company, but instead a contractual one described by the terms of this Agreement; that Consultant's role is to provide independent advice uninfluenced by commercial concerns; and that service as a Consultant does not require him to be an advocate for Company or its products in any forum, public or private. Company expressly agrees that under no circumstances will this role be compromised or inaccurately represented.

3. Compensation and reimbursement

In consideration of the services to be provided by Consultant to the Company hereunder, the Company shall pay to Consultant \$ 28000 (Twenty eight thousand dollars US per month). In addition, the Company shall reimburse Consultant for reasonable travel and other expenses Consultant incurs in connection with performing the Services. To obtain reimbursement, Consultant shall submit to the Operation's Manager, or his or her designee, an invoice describing services rendered and expenses incurred under this Agreement. Company shall provide any documentation requirements and any travel policy restrictions to consultant in writing in advance, or be foreclosed from relying on such requirements and restrictions to deny reimbursement. The Company shall pay to Consultant invoiced amounts within thirty (30) days after the date of invoice. Company will accommodate Consultant's request to arrange, at Company's expense, for all of Consultant's travel and accommodations in connection with such meetings if they occur outside the New York City metropolitan area.

4. Independent contractor status

The parties acknowledge that they have an "Independent Contactor" relationship and the Consultant is not an employee of the Company and/or of the Client nor is the Consultant under the "control or direction" of the Company and/or the Client.

The Consultant is an independent Contractor providing consulting services under this Agreement. The Consultant is not a partner, employee, or agent of the Company and/or the Client. The Consultant shall be responsible for withholding and paying any and all federal, state and local taxes, social security payments, and any other applicable deductions, taxes or payments, including, but not limited to, unemployment and other payroll taxes, which may be due incident to any amounts paid pursuant to this Agreement as well as may be due because of the payment of wages, salaries and other amounts paid to the Consultant's employees, agents and/or owners performing services under this Agreement.

The Consultant agrees to indemnify the Company for any federal, state or local taxes or penalties which Company may incur because of the Consultant.

DT

5. Intellectual Property

(a) Consultant and CYTOVIA, INC. understand and acknowledge that Company will be providing access to proprietary and valuable information that Consultant might otherwise not receive. In addition, those parties also understand that should Consultant, in the course of providing Services, invent or participate in inventing modifications or improvements to Company technology, Company reasonably seeks to secure such improvements for its own use and practice.

(b) The Consultant acknowledges that the Company does not desire to acquire any trade secrets, know-how, confidential information, or other intellectual property that the Consultant may have acquired from or developed for any third party ("Third-Party IP"). The Company agrees that in the course of providing the Services, the Consultant shall not be required to use or disclose any Third-Party IP, including without limitation any intellectual property of (i) any former or current employer, (ii) any person for whom the Consultant has performed or currently performs consulting services, or (iii) any other person to whom the Consultant has a legal obligation regarding the use or disclosure of such intellectual property.

6. Confidential Information

(a) The parties acknowledge that in connection with Consultant's Services, the Company may disclose to Consultant confidential and proprietary information and trade secrets of the Company, and that Consultant may also create such information within the scope and in the course of performing the Services. Such information may take the form of, for example: data concerning scientific discoveries made by the Company; the Company's know-how; the Company's manufacturing strategies and processes; the Company's marketing plans; data from the Company's evaluations in animals and humans; the Company's past, present and future business plans; the Company's strategy for or status of regulatory approval; or the Company's forecasts of sales and sales data.

(b) Subject to the terms and conditions of this Agreement, Consultant hereby agrees that during the term of this Agreement and for a period of two (2) years thereafter: (i) Consultant shall not publicly divulge, disseminate, publish or otherwise disclose any Company Confidential Information without the Company's prior written consent, which consent shall not be unreasonably withheld; and (ii) Consultant shall not use any such Company Confidential Information for any purposes other than consultation with the Company.

(c) Notwithstanding any other term of this Agreement, the Company agrees that it shall not disclose to Consultant any information which is Company Confidential Information: (i) except to the extent necessary for Consultant to fulfill Consultant's obligations to the Company under this Agreement; or (ii) unless Consultant has agreed in writing to accept such disclosure. All other information and communications between the Company and Consultant shall be deemed to be provided to Consultant by the Company on a non-confidential basis. The Company also agrees that Consultant may share the terms of this agreement on a confidential

DT

basis with its employers, legal and financial advisors, insurers and other third parties who have a legitimate need to know about them.

(d) Upon termination of the Agreement, or any other termination of Consultant's services for the Company, all records, drawings, notebooks and other documents pertaining to any Confidential Information of the Company, whether prepared by Consultant or others, and any material, specimens, equipment, tools or other devices owned by the Company then in Consultant's possession, and all copies of any documents, shall be returned to the Company, except Consultant may keep one copy of all documents for his or her files (which copy shall be subject to the confidentiality and non-use requirements set out in this Agreement).

7. Indemnification of the consultant

The Company will indemnify, defend and hold harmless the Consultant against all liabilities, damages and expenses, including reasonable attorney fees, resulting from any third party claim or lawsuit arising from the Consultant's performance under this Agreement, except to the extent the claim or lawsuit is a result of the Consultant's willful or intentional act(s).

8. Term

(a) This Agreement shall remain in effect for a term of six months commencing on the date first written above, unless sooner terminated as hereinafter provided, or unless extended by agreement of the parties and the assent of CYTOVIA, INC.

(b) This Agreement may be terminated by either party, with or without cause, upon fifteen (15) days prior written notice to the other; provided that if Consultant terminates this Agreement, Consultant shall, in accordance with the terms and conditions hereof, nevertheless wind up in an orderly fashion assignments for the Company which Consultant began prior to the date of notice of termination hereunder.

(c) Upon termination of this Agreement for any reason, Consultant shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date Consultant ceases work under this Agreement. In addition, Consultant shall be reimbursed for any noncancellable obligations, any cancellation penalties, and, unless Consultant terminates the agreement without cause, any expenditures reasonably made in order to perform the Services that were to occur had cancellation not occurred.

9. Other Agreements

(a) The Consultant shall use reasonable efforts not to use any facilities, funds, or equipment owned or administered by the Institution in the performance of the Services, except with the prior written consent of the Company and in accordance with all applicable policies of the Institution.

DT

(b) No alteration or modification of this Agreement, including Exhibit A hereto, shall be valid unless made in writing and executed by Consultant and the Company.

(c) The Consultant and Company mutually represent that to the best of their knowledge neither currently has any agreement with, or any other obligation to, any third party that conflicts with the terms of this Agreement. The parties agree that they shall not intentionally and knowingly enter into any such agreement.

Consultant has read this agreement carefully and understands its terms. The Parties are signing this Agreement on the date stated in the introductory clause.

COMPANY

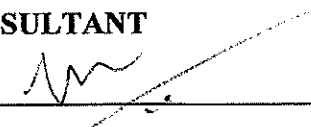


By: _____

Name: Daniel Teper

Title: CEO

CONSULTANT



By: _____

Name: Rama Krishna Rao

Title: Consultant

EXHIBIT A

Description of responsibilities: Interim CFO/COO services for Cytovia Inc.as
requested by the CEO Mr. Daniel Teper

DT

EXHIBIT “B”

SOMERSET COUNTY SUPERIOR COURT
40 NORTH BRIDGE STREET
1ST FLR PO BOX 3000
SOMERVILLE NJ 08876-1262

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (908) 332-7700
COURT HOURS 8:30 AM - 4:30 PM

DATE: JANUARY 31, 2019
RE: RAO RAMA VS CYTOVIA
DOCKET: SOM L -000133 19

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON THOMAS C. MILLER

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (908) 332-7700.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.

PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: SAIF AGHA
AGHA & AGHA LLP
7 LINCOLN HIGHWAY STE 214
EDISON NJ 08820

OUTDAW0

TDR SERVICES LLC
EIN: 26-2335001

INVOICE

TDR Services LLC
5 Muirfield lane, Bridgewater, NJ 08807
908 656 5548
Ramakrao2011@gmail.com

DATE: FEBRUARY 17, 2018
INVOICE # 002

TO Daniel Teper- CEO
Cytovia Inc
12E 49th Street 16th Floor
New York NY 10017
(201) 658 6763

SERVICE PROVIDED BY	JOB	PAYMENT TERMS	DUE DATE
Rama K Rao	Interim CFO/COO	Due on receipt	Mar 30

MONTH	DESCRIPTION	UNIT PRICE	LINE TOTAL
Feb 2018	Services as CFO/COO for Cytovia Oncology	28000	28000

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXX

SUBTOTAL	\$28000
SALES TAX	-
TOTAL	\$28,000

Make all checks payable to TDR Services LLC

Payable in 30 days from Invoice date; Interest at 10% for over due payments

Thank you for your business!

TDR SERVICES LLC
EIN: 26-2335001

INVOICE

TDR Services LLC
5 Muirfield lane, Bridgewater, NJ 08807
908 656 5548
Ramakrao2011@gmail.com

DATE: JANUARY 24, 2018
INVOICE # 001

TO Daniel Teper- CEO
Cytovia Inc
12E 49th Street 16th Floor
New York NY 10017
(201) 658 6763

SERVICE PROVIDED BY	JOB	PAYMENT TERMS	DUE DATE
Rama K Rao	Interim CFO/COO	Due on receipt	Mar 15

MONTH	DESCRIPTION	UNIT PRICE	LINE TOTAL
Sept 2017	Services as CFO/COO for Cytovia Oncology	28000	28000
Oct. 2017	Services as CFO/COO for Cytovia Oncology	28000	28,000
Nov. 2017	Services as CFO/COO for Cytovia Oncology	28000	28,000
Dec 2017	Services as CFO/COO for Cytovia Oncology	28000	28,000
Jan 2018	Services as CFO/COO for Cytovia Oncology	28000	28,000
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		XXXX	
		SUBTOTAL	\$140,000
		SALES TAX	-
		TOTAL	\$140,000

Make all checks payable to TDR Services LLC

Payable in 30 days from Invoice date; Interest at 10% for over due payments

Thank you for your business!

ACCOUNTS PAYABLE - Cytovia, Inc.																		Total Creditors					Current Date: 28/01/2019				
																		1,145,353.75									
Date	Invoice Number	Supplier Name	Total Amount	Due Date	Balance Due	Payment 1	Payment 2	Payment 3	Payment 4	Payment 5	Payment 6	Payment 7	Payment 8	Payment 9	Payment 10	Payment 11	Payment 12										
3.01.2018	21795	Consulting	294,180.00	03.17.17	294,180.00																						
3.01.2018	704006	Adi Cohen	145,776.00	02.28.17	145,776.00																						
3.01.2018	709699	Pearl Cohen	53,079.00	03.31.17	53,079.00																						
3.01.2018	712682	Pearl Cohen	16,122.81	04.30.17	16,122.81																						
3.01.2018	714395	Pearl Cohen	20,592.75	05.31.17	20,592.75																						
3.01.2018	91313-07	Artco Seal (L. Hunter)	4,927.50	12.19.16	4,927.50																						
3.01.2018	91313-08	Artco Seal (L. Hunter)	6,075.00	02.05.17	6,075.00																						
3.01.2018	91313-09	Artco Seal (L. Hunter)	5,332.50	03.17.17	5,332.50																						
3.01.2018	91313-10	Artco Seal (L. Hunter)	3,476.25	04.04.17	3,476.25																						
3.01.2018	91313-11	Artco Seal (L. Hunter)	9,652.50	05.05.17	9,652.50																						
3.01.2018	91313-12	Artco Seal (L. Hunter)	6,142.50	06.05.17	6,142.50																						
3.01.2018	91313-13	Artco Seal (L. Hunter)	9,922.50	07.10.17	9,922.50																						
3.01.2018	91313-20	Artco Seal (S. Shredler)	21,320.00	04.05.17	21,320.00																						
3.01.2018	91313-21	Artco Seal (S. Shredler)	25,480.00	04.27.17	25,480.00																						
3.01.2018	91313-22	Artco Seal (S. Shredler)	35,360.00	05.05.17	35,360.00																						
3.01.2018	91313-23	Artco Seal (R. K. Rao)	31,330.00	07.18.17	31,330.00																						
3.01.2018	91313-25	Artco Seal (R. K. Rao)	21,710.00	08.07.17	21,710.00																						
3.01.2018	91313-26	Artco Seal (R. K. Rao)	42,510.00	09.05.17	42,510.00																						
3.01.2018	91313-24	Artco Seal (R. K. Rao)	25,415.00	07.18.17	25,415.00																						
3.01.2018	NA	Rama Rao (Printer)	155.98	09.12.17	155.98																						
3.01.2018	NA	Rama Rao (Board Lunch)	107.01	09.14.17	107.01																						
3.01.2018	NA	Rama Rao (meal expense)	180.70	03.11.17	180.70																						
3.01.2018	NA	Rama Rao (Hard Drive)	129.74	05.18.17	129.74																						
3.01.2018	NA	Rama Rao (Hotel)	160.58	08.24.17	160.58																						
3.01.2018	NA	Rama Rao (PR Newswire)	1,575.00	07.10.17	1,575.00																						
3.01.2018	NA	M. Raduall Sep 2017	495.57	09.30.17	495.57																						
3.01.2018	NA	Anna Bazzan-Djokovic	1,390.58	08.31.17	1,390.58																						
3.01.2018	NA	CPA Global	105,995.18	08.28.17	105,995.18																						
3.01.2018	NA	SATT	195,000.00	08.28.17	195,000.00																						
3.01.2018	NA	Volcan Consulting Services	2,358.70	04.01.17	2,358.70																						
3.01.2018	NA	Volcan Consulting Services	386.25	04.01.17	386.25																						
3.01.2018	NA	Munch Symposium	28,217.20	03.11.17	28,217.20																						
3.01.2018	NA	Stephanie Nadal	11,474.00	08.12.17	11,474.00																						
					900Euro?																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						
					CHF																						

Oliver Reimb
 printer 155.98
 Board dinner 107.01
 Qw. Heat 180.70
 Handbire 129.74
 Phil 160.58
 PR Newswire 1575.00
 2309.01

Sep 14 - Board
 July 11, 18
 Dec NOV 25
 Dec 28

HP OfficeJet 4650 All-in-One Printer

Fax Log for

Feb 20 2018 1:53PM

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
Feb 20	1:52PM	Fax Sent	6469621605	1:03	0	Cancel

EXHIBIT “C”



July 19th, 2017

Asaf Schori
Associate Relationship Manager
International & Technology Banking
Leumi USA

Re: Ownership of Cytovia, Inc., EIN 330787805

Dear Asaf,

This letter is to confirm that Immune Pharmaceuticals, Inc. owns all of the shares of Cytovia Inc. Please feel free to contact me at elliott.maza@immunepharma.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Elliot Maza", is written over the typed name and title.

Elliot Maza
Interim CEO

IMNP share holder / Co-Founder, QUICK

From: Ron Clark, M.D., FACEP (hit-reply-premium-inmail@linkedin.com)

To: ramakrao2002@yahoo.com

Date: Thursday, September 7, 2017, 7:39 PM EDT

Rama, I wanted to wish you success with Cytovia. I am an Emergency Physician and Co-Founder of QUICK, www.iQUICKit.com. I am also a large IMNP shareholder and believe Ceplene has an unmet need. IMNP seems like it is turning the corner. Your resume is impressive and I wanted to drop you a quick note to wish you well. Ron Clark, M.D.

[Reply](#)[Not interested](#)

[View Ron's LinkedIn profile](#)

You are receiving InMail notification emails. [Unsubscribe](#)

This email was intended for Rama Rao (CFO/Founder (Interim CFO Cytovia Oncology NY) at TDR Services llc). [Learn why we included this.](#)

If you need assistance or have questions, please contact LinkedIn Customer Service.

© 2017, LinkedIn Corporation. 1000 West Maude Avenue, Sunnyvale, CA 94085, USA



daniel.teper@cytoviaoncology.com

Compose

Inbox 47,544

Starred

Sent

Drafts 119

Ramakr2002



Rama Krishna



Priyanka Gaikwad

Thanks Rama. We are doing good ar



Unknown

To join the video meeting, click this l



Ajay, Varun

You were in a video call



Shekar Jayakumar

You were in a video call



Anton Kruglov

Re: Cytovia Form 10 - important Note Inbox >

Daniel Teper <danielteper@gmail.com>

to David, me

David, Rama,

I am sure that tomorrow 9am will work but we cannot afford to not file by I

Your efforts are much appreciated

Daniel T

Sent from my iPhone

On Feb 9, 2018, at 7:19 PM, David Briones <dbriones@briofinancial.com>

Not now. My guys are still plowing through. And i will need to revie

Sent from my iPhone

On Feb 9, 2018, at 7:05 PM, McAvoy, Daniel <dmcavoy@nixonpe

Printer says they want the numbers ASAP to YBRI to be al

I enjoyed getting to know you. Let me know your future plans.

E

From: Rama Rao [mailto:rama.rao@cytoviaoncology.com]

Sent: Friday, February 23, 2018 3:36 PM

To: Elliot Maza <elliot.maza@immunepharma.com>

Cc: Daniel Teper <daniel.teper@cytoviaoncology.com>

Subject:

Dear Elliot

This is a brief note to inform you of my decision to leave Cytovia w.e.f today

I have appreciated working with you and wish Immune and Cytovia the very best in the years to come and a successful spin off in March

Best

Rama

Dear Sir/Madam,

Thank you for your email. Please be informed, as of February 26, 2018, I have decided to resign from Cytovia Inc.

If you need further assistance, please contact my colleague Alla Mekhtieva at Cytovia

Thanks

Rama Krishna Rao



Rama Krishna Rao <ramakrao2011@gmail.com>

Re: Followup

message

Daniel Teper <daniel.teper@cytoviaoncology.com>

Thu, Mar 29, 2018 at 6:15 PM

To: Rama Krishna Rao <ramakrao2011@gmail.com>

Cc: Daniel Teper <danielteper@gmail.com>, Alla Mekhtieva <alla.mekhtieva@cytoviaoncology.com>

Rama

I am really sorry about your wife. I really hope that her treatment goes well with the least inconvenience.

We expect to close a financing in mid-late April. In the mean time, it will be impossible to make any payment.

Of course, if we receive any funding earlier, we will start paying your fees and expenses.

Do not hesitate to contact me directly.

Best

Daniel

Dr. Daniel Teper

CEO

Cytovia Oncology, Inc.

12 E 49th str, 16th floor

New York, NY 10017

Email: daniel.teper@cytoviaoncology.com

Mob: +1 201-658-6763

Web: www.cytoviaoncology.com

On Thu, Mar 29, 2018 at 4:18 PM, Rama Krishna Rao <ramakrao2011@gmail.com> wrote:

Dear Daniel

Hope March has been good for you and Cytovia per your plans

Can you let me know when you/Cytovia would be in a position to pay me my outstandings / expenses reimbursement as discussed in Feb 14/15?

Unfortunately my need is very acute as we are about to start treatment for my wife who has NHL

I had a Face to Face with David this week and he brought up his meeting with you and we had a very good discussion

Please find below a message from an Immune shareholder which I cannot respond to given our NDA/CDA and you or Elliot could respond to

Best

Rama

Hi Mr. Rama Rao!

So sorry to bother you but I do have one question that i would love if you could answer! Why did you leave

Cytovia Oncology? I am investor at IMNP and all my life savings are down -90%. I am really worried. My email

is kristen.petolai@gmail.com THANK YOU THANK YOU THANK YOU!

Sent from my iPhone

On May 9, 2018, at 8:37 AM, Rama Krishna Rao <ramakrao2002@yahoo.com> wrote:

Dear Elliot

I read with regret the plans not to pursue the spinoff as Daniel could not be raised to fund the Spinoff. That was in line with what you had told me

Daniel had confirmed that my outstanding dues for my consultancy contract from September 2017 to Feb 28 2018 would be paid as I had worked for Cytovia

As Cytovia will not be spunoff I need Immune to pay for the 6 months I worked for Cytovia under my contract with Cytovia that Daniel signed. The amount is \$168K (\$28*6 months)

I hope that can be done as soon as possible

Separately, until Feb I sent him a transition note; if you need a copy of that please let me know

I have started a blockchain company that is developing a product for the R&D area

Best

Rama

On Wednesday, February 28, 2018, 4:29:11 PM EST, Rama Rao <rama.rao@cytoviaoncology.com> wrote:

----- Forwarded message -----

From: Elliot Maza <elliott.maza@immunepharma.com>

Date: Fri, Feb 23, 2018 at 3:40 PM

Subject: RE:

To: Rama Rao <rama.rao@cytoviaoncology.com>

Fw: Fwd:my outstanding

From: Rama Krishna Rao (ramakrao2002@yahoo.com)

To: elliot.maza@immunepharma.com

Date: Monday, May 21, 2018, 5:11 PM EDT

Dear Elliot

Is there a way you could pay me the full amount split over three months

Thanks

Rama

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Monday, May 21, 2018, 10:45 AM, Rama Krishna Rao <ramakrao2002@yahoo.com> wrote:

Dear Elliot

Is there a way you can pay me this outstanding amount over the next three months given my financial constraints

I would really appreciate it

Best

Rama

On Wednesday, May 9, 2018, 6:52:06 PM EDT, Rama Krishna Rao <ramakrao2002@yahoo.com> wrote:

Thanks

Rama

Sent from Yahoo Mail for iPhone

On Wednesday, May 9, 2018, 3:02 PM, Elliot Maza <elliot.maza@immunepharma.com> wrote:

Oh that's terrible.

Will come back to you soon,

E

From: Rama Krishna Rao [mailto:ramakrao2002@yahoo.com]

Sent: Wednesday, May 09, 2018 2:53 PM

To: Elliot Maza <elliot.maza@immunepharma.com>

Cc: John Clark <john.clark@immunepharma.com>

Subject: Re: Fwd:

Dear Elliot Thanks

Look forward to it as unfortunately I'm going through a major financial crisis

A tax obligation to Novartis of \$30,000 and medical bills for my wife's treatment for her cancer (NHL) that is being treated right now

I'd appreciate hearing of it as soon as it's possible for you so that I can cover those costs

Best
Rama

Sent from Yahoo Mail for iPhone

On Wednesday, May 9, 2018, 2:24 PM, Elliot Maza <elliot.maza@immunepharma.com> wrote:

It does and I just spoke to Ellen.

I am not in a position to pay you the full amount in a lump sum. I'll come back to you shortly with a proposal.

E

From: Rama Krishna Rao [<mailto:ramakrao2002@yahoo.com>]

Sent: Wednesday, May 09, 2018 10:37 AM

To: Elliot Maza <elliot.maza@immunepharma.com>

Subject: Re: Fwd:

Hi Elliot

Thanks for your note

I actually worked from May last year to Feb this year for Cytovia

The agency paid me from May to Aug (and have billed Cytovia for it)

It's the period from Sept 2017 to Feb 2018 that I am requesting payment- which was covered by a separate contract by Cytovia.

You may recall Ellen also wrote specifically an email to you in Sept saying that she would cover my expenses only till Aug.

Hope this helps

If you need any other information please let me know

Best

Rama

On Wednesday, May 9, 2018, 8:52:23 AM EDT, Elliot Maza <elliot.maza@immunepharma.com> wrote:

Hi Rama,

Thanks for the note.

I thought that you had gotten paid for some of that time from the agency that connected you with Daniel. Am I mistaken?

RE: Fwd:my outstanding

From: Elliot Maza (elliot.maza@immunepharma.com)

To: ramakrao2002@yahoo.com

Date: Tuesday, May 22, 2018, 11:13 AM EDT

Rama,

We are completing a financing now and will be reviewing all the bills with John Clark.

I will be out of the office for the next week. I will turn to your payment when I get back

()

To: Elliot Maza <elliott.maza@immunepharma.com>

Subject: Re: Update?

Dear Elliot

Happy Fourth of July

Could you tell me when I can expect the balance of my outstanding s

Desperately need it

Best

Rama

Sent from Yahoo Mail for iPhone

On Tuesday, June 12, 2018, 2:25 AM, Elliot Maza <elliott.maza@immunepharma.com> wrote:

John will send you a payment

From: Rama Krishna Rao [<mailto:ramakrao2002@yahoo.com>]

Sent: Friday, June 08, 2018 9:59 PM

To: Elliot Maza <elliott.maza@immunepharma.com>

Subject: Update?

Dear Elliot

Hope you are well

Just was hoping you would be able to pay me my outstanding salary

Could you please let me know when that would be possible

Thanks

Best

Rama

From: Rama Krishna Rao [mailto:ramakrao2002@yahoo.com]
Sent: Friday, June 08, 2018 9:59 PM
To: Elliot Maza <elliot.maza@immunepharma.com>
Subject: Update?

Dear Elliot

Hope you are well

Just was hoping you would be able to pay me my outstanding salary

Could you please let me know when that would be possible

Thanks

Best

Rama

Re: Update?

From: John Clark (john.clark@immunepharma.com)
To: ramakrao2002@yahoo.com; elliot.maza@immunepharma.com
Date: Thursday, June 21, 2018, 3:33 PM EDT

Hi Rama,

We mailed a check for \$10,000 today.

Best,
John

From: Rama Krishna Rao <ramakrao2002@yahoo.com>
Date: Tuesday, June 19, 2018 at 10:00 AM
To: John Clark <john.clark@immunepharma.com>, Elliot Maza <elliot.maza@immunepharma.com>
Subject: Fw: Update?

Hi John
Hope you guys were able to spend a restful Fathers day weekend
Can you confirm when you'll be able to pay per Elliot's message
Desperately seeking funds !
Best
Rama

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Monday, June 11, 2018, 4:55 PM, Elliot Maza <elliot.maza@immunepharma.com> wrote:

John will send you a payment

RE: Update?

From: Elliot Maza (elliot.maza@immunepharma.com)

To: ramakrao2002@yahoo.com

Cc: john.clark@immunepharma.com

Date: Monday, July 2, 2018, 12:49 PM EDT

We will be sending out payments to former Cytovia employees this week.

E

From: Rama Krishna Rao <ramakrao2002@yahoo.com>

Sent: Monday, July 2, 2018 12:49 PM

To: Elliot Maza <elliot.maza@immunepharma.com>

Subject: Re: Update?

Dear Elliot

Happy Fourth of July

Could you tell me when I can expect the balance of my outstanding s

Desperately need it

Best

Rama

Sent from Yahoo Mail for iPhone

On Tuesday, June 12, 2018, 2:25 AM, Elliot Maza <elliot.maza@immunepharma.com> wrote:

John will send you a payment

From: Rama Krishna Rao [<mailto:ramakrao2002@yahoo.com>]

Sent: Friday, June 08, 2018 9:59 PM

To: Elliot Maza <elliot.maza@immunepharma.com>

Subject: Update?

Dear Elliot

Hope you are well

Just was hoping you would be able to pay me my outstanding salary

Could you please let me know when that would be possible

Thanks

Best

Rama

Re: Update?

From: Elliot Maza (elliot.maza@immunepharma.com)

To: ramakrao2002@yahoo.com

Cc: john.clark@immunepharma.com

Date: Friday, August 24, 2018, 12:49 PM EDT

Rama

The company is very low on cash. We are about to do a financing. Check in with us after Labor Day

Sent from my iPhone

On Aug 23, 2018, at 10:33 AM, Rama Krishna Rao <ramakrao2002@yahoo.com> wrote:

Dear Elliot

Congratulations for getting the orphan drugstatus for Bertilimab

Need to follow up with you on my money

I really need the money outstanding. Can you please send me the money as it's already 6 months over due

I recognize that there may be issues but this is still such a small amount in your larger situation and would appreciate it being done urgently

Best

Rama

Sent from Yahoo Mail for iPhone

On Sunday, July 15, 2018, 2:21 PM, Elliot Maza <elliot.maza@immunepharma.com> wrote:

John sent or will be sending a payment shortly.

We are planning a financing soon so will try to send more ASAP

Sent from my iPhone

On Jul 15, 2018, at 12:48 PM, Rama Krishna Rao <ramakrao2002@yahoo.com> wrote:

Hi Elliot

Any update on when I'll receive the balance of my dues

Best

Rama

Sent from Yahoo Mail for iPhone

On Monday, July 2, 2018, 12:49 PM, Elliot Maza <elliot.maza@immunepharma.com> wrote:

We will be sending out payments to former Cytovia employees this week.

E

From: Rama Krishna Rao <ramakrao2002@yahoo.com>

Sent: Monday, July 2, 2018 12:49 PM

Re: Update?

From: Elliot Maza (elliot.maza@immunepharma.com)

To: ramakrao2002@yahoo.com

Cc: john.clark@immunepharma.com

Date: Friday, August 24, 2018, 12:49 PM EDT

Rama

The company is very low on cash. We are about to do a financing. Check in with us after Labor Day

Sent from my iPhone

On Aug 23, 2018, at 10:33 AM, Rama Krishna Rao <ramakrao2002@yahoo.com> wrote:

Dear Elliot

Congratulations for getting the orphan drugstatus for Bertilimab

Need to follow up with you on my money

I really need the money outstanding. Can you please send me the money as it's already 6 months over due

I recognize that there may be issues but this is still such a small amount in your larger situation and would appreciate it being done urgently

Best

Rama

Sent from Yahoo Mail for iPhone

On Sunday, July 15, 2018, 2:21 PM, Elliot Maza <elliot.maza@immunepharma.com> wrote:

John sent or will be sending a payment shortly.

We are planning a financing soon so will try to send more ASAP

Sent from my iPhone

On Jul 15, 2018, at 12:48 PM, Rama Krishna Rao <ramakrao2002@yahoo.com> wrote:

Hi Elliot

Any update on when I'll receive the balance of my dues

Best

Rama

Sent from Yahoo Mail for iPhone

On Monday, July 2, 2018, 12:49 PM, Elliot Maza <elliot.maza@immunepharma.com> wrote:

We will be sending out payments to former Cytovia employees this week.

E

From: Rama Krishna Rao <ramakrao2002@yahoo.com>

Sent: Monday, July 2, 2018 12:49 PM

Re: Outstanding salary payments

From: Rama Krishna Rao (ramakrao2002@yahoo.com)

To: tony.fiorino@immunepharma.com

Date: Monday, October 22, 2018, 9:24 PM EDT

Dear Tony

Just another self reflective followup

I am obviously disturbed by the assertion from legal that you were kind enough to share.

Elliot categorically agreed to pay my outstanding salary and other dues in his email to me

I have been thoroughly professional in my departure and not shared any confidential information despite requests via Social Media to explain why I left so abruptly. In fact I was trying to convince the lawyers working on our spinoff till (and I have those messages too!)

Having woken up at 5:30 to commute to NY and return home at 7:30 every day I am quite disturbed at the thought that I would not be paid for my hard work. In fact right through the process, Daniel and Elliott often complimented me about the quality of my work and presentations to the Board.

I would appreciate if you could take the decision as the CEO and pay my outstanding amounts

Surely employees outstanding salaries should take precedence over vendors like lawyers etc.?

Best

Rama

On Thursday, October 18, 2018, 11:35:29 AM EDT, Rama Krishna Rao <ramakrao2002@yahoo.com> wrote:

Dear Tony

Thanks for your email

I agree that you have inherited a real disaster!

I am really disappointed that your legal counsel is making that claim. Nothing could be further than the truth

Firstly I had Elliot who accepted and confirmed that he would honor the obligation

Secondly, Immune was under the guidance of the Board of Directors for all decisions starting from March and with the SEC filings since then and in my presentations to the Board on our plans for the spin-off and was a legal entity of Immune

Thirdly it was the decision of the Board to put the spin-off on hold in Feb that caused some of these issues.

Finally, if that argument is accurate then I assume you are not paying and have not paid Nixon Peabody for the work done with Cytovia. If that is not the case then this argument does not hold any water

Coming to the prioritisation, I understand that and would be glad to address and reasonable structure that you could come up with

Going the legal route is in my view a lose-lose situation for both of us. However if they persist in being unreasonable, I will do what I am sure you'd do if you were in my shoes.

I hope we can avoid that and look forward to a speedy resolution; surely paying employees takes precedence over all other parties

Separately, we have developed a prototype to accelerate clinical trials using blockchains and a proprietary financial module to speed up payments and integrate . If you think that would be of benefit for you please let me know. We could potentially work together using it and your CRO to accelerate your abilities to realise values for your portfolio

Best

Rama

On Thursday, October 18, 2018, 10:44:30 AM EDT, Tony Fiorino <tony.fiorino@immunepharma.com> wrote:

Dear Rama,

I am sorry – the days just seem to disappear particularly since we are very short-staffed.

As I have been reviewing our financial situation and discussing extensively with counsel, I have a problem – I don't know what Elliot had previously communicated with you but I have been advised that Immune is not responsible for Cytovia's liabilities and that given Immune's precarious financial state right now, I have a primary obligation to Immune's creditors – that it would in fact be a violation of my fiduciary obligations to Immune's creditors to pay our Cytovia's creditors.

The first tranche of the raise we completed is not even enough to get me current with Immune's active vendors – and these are CROs who have our data that they won't release to us, or who are performing critical functions (legal, accounting, clinical trial management). The only thing the company can do at this point is try to sell bertilimumab, which is what I am trying to focus on while getting a registration statement filed for the second tranche (and a proxy for a shareholder meeting to approve an increase in the authorized share count).

There's a second tranche of \$3mm that will fund in early- to mid-December and we are still trying to have a Ceplene partnership – I thought I would have more flexibility after this first tranche closed, but I inherited a real disaster.

I wish I had better news for you at this time. If there are any positive developments that give me flexibility to make even a partial payment I will reach out.

-Tony

Tony Fiorino, MD, PhD
Interim Chief Executive Officer
Immune Pharmaceuticals, Inc.
One Bridge Plaza North, Suite 270
Fort Lee, NJ 07024
Phone: 1-201-464-2677

The contents of this message, together with any attachments, are intended only for the use of the individual or entity to whom or which they are addressed and may contain information that is confidential. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete this message, along with any attachments, from your computer. Thank you.

From: Rama Krishna Rao <ramakrao2002@yahoo.com>
Sent: Thursday, October 18, 2018 6:57 AM
To: Tony Fiorino <tony.fiorino@immunepharma.com>
Subject: Re: Outstanding salary payments

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
CYTOVIA INC.
(a Delaware corporation)
July 18, 2017**

A meeting of the Board of Directors (the “**Board**”) of Cytovia, Inc., a Delaware corporation (“Cytovia” or the “**Company**”), in accordance with Section 141(b) of the General Corporation Law of the State of Delaware (“**DGCL**”), was held on Tuesday, July 18, 2017. Present for the meeting were the following members of the Board of Cytovia, Inc. (“**Directors**”): Dr. Daniel G. Teper, CEO Cytovia, Inc. and John Neczesny. The meeting was called to order at 10:45.

NEW BANK ACCOUNT WITH BANK LEUMI, USA

The first order of business related to the opening of a new Company business bank account with Bank Leumi, USA.

Upon a motion duly made and seconded, the Board unanimously approved the following resolution:

RESOLVED, that Bank Leumi, USA (the “**Bank**”) be and is hereby appointed a banker of the Company; and

BE IT FURTHER RESOLVED, that Dr. Daniel G Teper, the Chief Executive Officer of Cytovia and Rama Rao, the Chief Financial Officer, of the Company or any one of them be and are hereby authorized on behalf of the Company to open a business account, draw, sign, accept, endorse, or make checks, bills of exchange, warrants issued in payment of dividends or interest, and other orders for the payment of money (whether the account is overdrawn by the payment thereof in credit), and to withdraw any or all securities or other property in the hands of the Bank including any box or boxes, sealed envelopes or packets, and their contents, and to arrange for credit facilities for the Company (including letters of credit and forward exchange contracts), and to sign in favor of the Bank guarantees of the obligations of third parties, and in connection with any such credit facilities or guarantees to give security to the Bank on all or any of the property, real or personal, present or future of the Company; and

BE IT FURTHER RESOLVED, that the Chief Executive Officer and Chief Financial Officer of the Company or any one of them be and are hereby authorized on behalf of the Company to endorse by rubber stamp or otherwise and to deposit, discount or otherwise deal with checks, bills of exchange, promissory notes and any other paper negotiable or non-negotiable and other orders for the payment of money (but only for the benefit of the Company) and to receive all paid checks and vouchers and sign and deliver to the Bank the Bank’s form of settlement of balance and releases; and

BE IT FURTHER RESOLVED, that the Bank be and is hereby authorized to honor the signature of any other official of the Company in the place of the Chief Executive Officer and Chief Financial Officer of the Company or any one of them in certification of documents from

the Company, on notice signed by the Chief Executive Officer and Chief Financial Officer of the Company or any one of them or by two Directors being given to the Bank of the authority to sign.

There being no further business to come before the meeting, the meeting was adjourned at approximately 11:00 A.M. EDT.

[Remainder of the Page Intentionally Left Blank]

[SIGNATURE PAGE FOLLOWS]



Rama Krishna Rao <ramakrao2011@gmail.com>

Followup

message

Rama Krishna Rao <ramakrao2011@gmail.com>

Thu, Mar 29, 2018 at 4:18 PM

To: Daniel Teper <daniel.teper@cytoviaoncology.com>, Daniel Teper <danielteper@gmail.com>

Dear Daniel

Hope March has been good for you and Cytovia per your plans

Can you let me know when you/Cytovia would be in a position to pay me my outstandings / expenses reimbursement as discussed in Feb 14/15?

Unfortunately my need is very acute as we are about to start treatment for my wife who has NHL

I had a Face to Face with David this week and he brought up his meeting with you and we had a very good discussion

Please find below a message from an Immune shareholder which I cannot respond to given our NDA/CDA and you or Elliot could respond to

Best
Rama

Hi Mr. Rama Rao!

So sorry to bother you but I do have one question that i would love if you could answer! Why did you leave Cytovia Oncology? I am investor at IMNP and all my life savings are down -90%. I am really worried. My email is kristen.petolai@gmail.com THANK YOU THANK YOU THANK YOU!



July 19th, 2017

Asaf Schori
Associate Relationship Manager
International & Technology Banking
Leumi USA

Re: Ownership of Cytovia, Inc., EIN 330787805

Dear Asaf,

This letter is to confirm that Immune Pharmaceuticals, Inc. owns all of the shares of Cytovia Inc. Please feel free to contact me at elliot.maza@immunepharma.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Elliot Maza", is written over the typed name and title.

Elliot Maza
Interim CEO

EXHIBIT“ D “



Immune Pharmaceuticals Provides Update on Plans for Oncology Subsidiary, Cytovia, Inc.

f t in G+ p | @ Email | Print Friendly | Share

May 07, 2018 08:30 ET | **Source:** Immune Pharmaceuticals, Inc.

ENGLEWOOD CLIFFS, New Jersey, May 07, 2018 (GLOBE NEWSWIRE) -- **Immune Pharmaceuticals, Inc.** (NASDAQ:IMNP) ("Immune" or the "Company"), a biopharmaceutical company developing novel therapeutic agents for the treatment of immunologic and inflammatory diseases, today announced that the Company's Board of Directors (the "Board") will no longer pursue a spin-off of its oncology-focused subsidiary, Cytovia Inc. ("Cytovia") that had been led by Immune's founder and former Chief Executive Officer (CEO), Dr. Daniel Teper. In connection with this decision, Dr. Teper has resigned as CEO of Cytovia and from the Board of Directors of both Cytovia and Immune, effective immediately.

As previously disclosed, securing separate capitalization from third-party sources to pay start-up costs, expenses of the spin-off, payment of costs related to Ceplene and other relevant items was a prerequisite set by Immune's Board to complete the spin-off process. Given Dr. Teper's inability to secure the necessary funding in a timely manner, Immune's Board and management have decided to pursue alternate strategic options, including a sale of Cytovia's assets.

Accordingly, Immune's management has initiated discussions with parties potentially interested in acquiring certain of Cytovia's assets. There is no guarantee that these discussions will result in a sale of Cytovia or any of its

assets, and Immune makes no representation as to the likelihood or timing of a sale or other transaction. Moving forward, the Company will provide updates regarding Cytovia in the event of material developments relating to the disposition of its assets and as otherwise appropriate. Immune will continue to focus its efforts and resources on the development of its core programs, bertilimumab and NanoCyclo.

"My priority since my appointment as CEO has been to rebuild Immune around a promising clinical-stage pipeline in the allergy and immunology space, led by bertilimumab, our promising phase 2 monoclonal antibody," commented **Elliot Maza, President and CEO of Immune**. "Given the time and effort devoted to securing financial support for Cytovia, which ultimately proved unsuccessful, the termination of this spin-off process was a difficult yet necessary decision. However, the results achieved in the bertilimumab bullous pemphigoid program, some of which will be presented later this month, strongly support our decision to focus our efforts on advancing this program as quickly as possible into what we believe will be a registrational phase 2/3 study in 2019," concluded Mr. Maza.

About Immune Pharmaceuticals, Inc.

Immune Pharmaceuticals Inc. is a biopharmaceutical company developing novel therapeutic agents for the treatment of immunologic and inflammatory diseases. Immune's lead program, bertilimumab, is a first-in-class, fully human monoclonal antibody that targets and lowers levels of eotaxin-1, a chemokine that plays a role in immune responses and attracts eosinophils to the site of inflammation. By neutralizing eotaxin-1, bertilimumab may prevent the migration of eosinophils and other cells, thus helping to relieve associated inflammatory conditions. Currently, Immune is conducting two phase 2 clinical trials to test bertilimumab in patients suffering from bullous pemphigoid and ulcerative colitis, respectively. Bertilimumab may have application in other diseases, including atopic dermatitis, asthma and other eosinophil-mediated diseases.

Safe Harbor Statements Regarding Forward Looking Statements

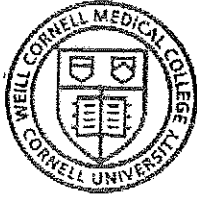
The statements in this news release made by representatives of Immune relating to matters that are not historical facts, including without limitation, those regarding future performance or financial results, the timing or potential outcomes of research collaborations or clinical trials, any market that might develop for any of Immune's product candidates and the sufficiency of Immune's cash and other capital resources, the continued development by Immune of bertilimumab or its determination to seek Orphan Drug designation for the pharmaceutical product of bertilimumab are forward-looking statements that involve risks and uncertainties, including, but not limited to,

Hon. Judge Vincent F Papalia

May 22, 2020

Page 4

EXHIBIT “E”



**Weill Cornell
Medicine**

NewYork-Presbyterian
The University Hospital of Columbia and Cornell

525 E 68thth Street Box 143
New York, NY 10065

September 25th, 2019

To Whom It May Concern,

Ms. Kavitha Advikolanu- Rao is a patient under my care at Weill Cornell Medicine/ NY Presbyterian Hospital for a diagnosis of follicular lymphoma. She has been undergoing chemotherapy since April 2019 and she and her family are in need of emotional and medical support. We support the visa application of her friend Cristy Monteroyo Arabis who will be traveling from Istanbul Turkey. Her presence is needed to help my patient as she recovers from ongoing treatment.

If you have any questions about my patient's diagnosis or ongoing treatment, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Tsiporah Shore".

Tsiporah Shore, MD

646-962-7971